

RESOLUTION

WHEREAS, Rutherford County desires to enter into a Service Agreement with Appertain Corporation and South Central Tennessee Development District for removal and disposal services for all dead livestock within the County for a term of Twelve (12) months commencing on July 1, 2014 at a cost of Thirty Four Thousand Three Hundred Eighty Three Dollars and Seventy Six Cents (\$34,383.76).

THEREFORE BE IT RESOLVED by the Rutherford County Board of Commissioners that the County Mayor be, and is hereby authorized, to execute a Service Agreement with Appertain Corporation and South Central Tennessee Development District, a copy of the same being attached hereto as "Exhibit 1" and incorporated herein by reference as if set forth herein at length verbatim, for removal and disposal services for all dead livestock within the County for a term of Twelve (12) months commencing on July 1, 2014, and additionally, that the GENERAL FUND be amended as follows to adjust the line item to the current contract amount:

Sanitation and Waste Removal:

Increase Expend.:	101-55710-312 Cont. w/Private Ag.	\$1,300
Decrease:	101-39000 Unassign. Fund Bal.	\$1,300

RESOLVED this 14th day of August, 2014.

RUTHERFORD COUNTY, TN

BY: _____
ERNEST G. BURGESS, Chairman

ATTEST:

LISA CROWELL, County Clerk

DEAD STOCK REMOVAL SERVICE AGREEMENT

This Dead Stock Removal Service Agreement ("Agreement") is made and entered into by and between Appertain Corp. ("Provider"), South Central Tennessee Development District (the "District") and Rutherford County, Tennessee ("County"), this 1st day of July, 2014.

1. For and in consideration of the sum of Thirty Four Thousand Three Hundred Eighty Three and 76/100 Dollars (\$34,383.76), the County hereby appoints Provider to provide exclusive removal and disposal services for all dead livestock within the County. This sum shall be paid as follows: either (1) a lump sum payment consisting of the balance of the contractual sum on the date of execution of this Agreement; or (2) half of the contractual sum due upon the execution of this Agreement with the remaining balance to be paid on or before April 1, 2015. For purposes of this instrument, "dead livestock" shall include all farm or domesticated animals weighing in excess of 75 pounds. Provider reserves the right to refuse service of any dead livestock only in the event that the disposal of said animal would violate Provider's agreement with the landfill or other entity accepting the carcasses for disposal.
2. This agreement shall be for an initial term of twelve (12) months commencing on July 1, 2014. This agreement is the final and complete agreement between the parties and supersedes any prior agreement, oral or written. The parties will enter into good faith negotiations to extend this Agreement within thirty (30) days of the end of the term of this Agreement unless the Agreement has been otherwise terminated. In good faith both parties agree that after satisfactory performance of this short term stop-gap agreement, Provider will be allowed to compete for longer term agreements.
3. Provider will provide removal service within 48 hours of notification, five days a week, excluding holidays. Provider may, at its sole discretion, provide removal service on Saturday. Initially pick-up calls will be made to (931) 363-8284 between the hours of 6 a.m. and 4 p.m. This call in number may change in the future. After hours or emergency pick-ups, as needed by law-enforcement, may be requested by calling: Belinda Pope – (931) 638-0775 (cell) – (931) 478-6608 (home); or Beverly Sherrill – (931) 244-0125 (cell) – (931) 629-6485 (cell). There is no guarantee that after hours call-in for next day pick-up can be honored; however Provider will make every effort to accommodate late call-in requests and in any event will remove the carcass within the next forty-eight (48) hours. If the late call-in request cannot be accommodated, the caller will be advised during the call by Ms. Pope or Ms. Sherrill.
4. All dead livestock shall be placed within 25 feet of gravel or paved surface to permit access without interference from any fence, building, structure or other obstacle, and accessible to a utility-type grapple vehicle. Provider will only be required to go to the specified pick up location. All locations must be generally accessible by a GPS system. Contact phone numbers must be provided at time of pick-up request.

- 5. Dead livestock shall be ready for removal prior to Provider's arrival. Dead animals must not be submerged in water or ice, or put into inaccessible ditches or low lying landfills. Animals must not be severely deteriorated or have other animals feasting on the carcasses.**
- 6. Provider will dump carcasses at Allied Waste at Middle Point Landfill in Murfreesboro, or an alternate site to be designated by District, by 3:30 p.m. each business day. If another disposal site is chosen by District and is farther from Provider's current central office than the Middle Point Landfill, the parties will negotiate a disposal surcharge to be paid to Provider to compensate Provider for the increased mileage. Provider will obtain weight tickets for all loads dumped and will provide these tickets to District on a monthly basis. In the event that Allied Waste refuses to accept the carcasses, and an alternate site is not feasible or cannot be secured, this Agreement will terminate upon written notice to County by District or Provider. In the event of a termination for the reasons set forth in this Paragraph, County's recourse/remedy shall be limited to termination of this Agreement, and the parties agree that District shall have no liability for any claims or damages resulting from such termination. County will be responsible for the cost of any services delivered prior to such a termination, but will have no further responsibility to Provider or District.**
- 7. County residents shall remain responsible for all livestock while Provider performs its service.**
- 8. County and/or District may terminate this Agreement due to nonperformance by Provider upon ten (10) days advance written notice to Provider.**
- 9. The parties agree that Provider is an independent contractor, and shall not be deemed an employee of County or District. County agrees to hold the District harmless from any claims or damages caused by or related to any default and/or non-performance by Provider. Likewise, County agrees to hold the District harmless from any claims or damages caused by or related to the inability of Provider to secure a site to dispose of animal carcasses.**
- 10. Provider shall obtain general liability insurance in an amount not less than \$1,000,000.00 per occurrence, naming both County and District as additional insured. Provider indemnifies County and District, and holds each harmless for any claim or loss which occurs during or results from the performance of Provider's duties under this agreement. Provider shall obtain worker's compensation insurance to cover its employees. Proof of any insurance required under this Agreement shall be provided upon request by any party.**
- 11. In the event of an extraordinary event or series of events resulting in carcasses exceeding an aggregate weight of 10,000 pounds, the County will be responsible to reimburse District for all charges related to carcass disposal exceeding 10,000 pounds of aggregate weight per extraordinary event.**

12. Should laws and regulations be adopted during the term of this agreement that would materially affect Provider's ability to perform these services, Provider reserves the right to renegotiate this agreement or terminate it upon 30 days advance written notice.

RUTHERFORD COUNTY, TENNESSEE

APPERTAIN CORP.

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

SOUTH CENTRAL TENNESSEE DEVELOPMENT DISTRICT

By _____

Jerry Mansfield, Executive Director